

Kendall Square Mobility Task Force MDOTBOSTONFED BIDDER RESPONSE FORM

The following information is **mandatory** for this RFR. Failure to provide the requested information may be cause for the bid to be deemed as non-responsive and may result in disqualification. The RFR Checklist must be used as a cover sheet. Expand boxes for answer length as necessary and verify that all information is submitted in the order that it was asked.

RFR Checklist

- ☐ RFR Checklist
- ☐ MassDOT Terms & Conditions (**double click** for 3 page document -

signature

required).

- ☐ Contract Signatory (2 pages)
- ☐ W9 Form (double click to open and input data)
- ☐ Scan of 3 Reference Letters
- ☐ Consultant Contractor Mandatory Submission Form
- ☐ Prompt Pay Discount Form
- ☐ DBE Letter of Intent
- ☐ DBE Schedule of Participation
- ☐ Affirmative Action/EEO Plan (50 or more employees) (if applicable)
- ☐ Affirmative Action/EEO MassDOT Approved Certification (in lieu of AA/EEO Plan/Policy, if available)
- ☐ Affirmative Action/EEO Policy (Less than 50 employees) (if applicable)
- ☐ Affirmative Action/EEO Analysis (Between 10 and 40 employees) (if applicable)
- ☐ Federal Clauses and Certifications



MASSDOT TERMS AND

This Terms and Conditions form is issued by the Department of Transportation ("MassDOT"). **Any changes or electronic alterations by the Contractor to the official version of this form shall be void except as agreed to by MassDOT.** Upon execution of

these Terms and Conditions by the Contractor and MassDOT and filing as prescribed by the Office of the Comptroller, these MassDOT Terms and Conditions will be incorporated by reference into any Contract for Commodities and Services executed by the Contractor and MassDOT, in the absence of a superseding law or regulation requiring a different Contract form. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by MassDOT, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. MassDOT is entitled to ownership and possession of all deliverables purchased or developed with MassDOT funds. Contract shall mean the Standard Contract Form issued by MassDOT.

1. Contract Effective Start Date. Notwithstanding verbal or other representations by the parties, or an earlier start date indicated in a Contract, the effective start date of performance under a Contract shall be the date a Contract has been executed by an authorized signatory of the Contractor and MassDOT, or, a later date specified in the Contract or the date of any approvals required by law or regulation, whichever is later.

2. Payments And Compensation. The Contractor shall only be compensated for performance delivered and accepted by the MassDOT in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to M.G.L. C. 29, §26, or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to M.G.L. C. 7A, §3 and 815 CMR 9.00. Overpayments shall be reimbursed by the Contractor or may be offset by MassDOT from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of MassDOT and the Commonwealth of Massachusetts ("Commonwealth") from all claims, liabilities or other obligations relating to the performance of a Contract.

3. Contractor Payment Mechanism. All Contractors will be paid using the Payment Voucher System unless a different payment mechanism is required. The Contractor shall timely submit invoices (Payment Vouchers - Form PV) and supporting documentation as prescribed in a Contract. MassDOT shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and 815 CMR

4.00, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable MassDOT to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The

Contractor Payroll System shall be used only for "Individual Contractors" who have been determined to be "Contract Employees" as a result of the MassDOT's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall

suspension, if applicable, any alleged breach or failure to the Contractor. MassDOT may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches a material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or the event of an unforeseen public emergency mandating immediate MassDOT action. Upon immediate notification to the other party, neither MassDOT nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without fault or negligence. Subcontractor failure to perform price increases due to market fluctuations or procurement availability will not be deemed factually beyond Contractor's control.

5. Written Notice. Any notice shall be deemed delivered and received when submitted in writing to a person or when delivered by any other appropriate method evidencing actual receipt by MassDOT or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or

Authorized Signatory Form



AuthorizedSignatory
Form.docx

Request for Taxpayer Identification Number and Certification

Completed form should be given to the requesting department or the department you are currently doing business with.

Please print or type

Name (List legal name, if joint names, list first & divide the name of the person whose TIN you enter in Part I-See Specific Instruction on page 2)		
Business name , if different from above. (See Specific Instruction on page 2)		
Check the appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶		
Legal Address: number, street, and apt. or suite no.	Remittance Address: if different from legal address number, street, and apt. or suite no.	
City, state and ZIP code	City, state and ZIP code	
Phone # ()	Fax # ()	Email address:

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.
Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number

• • • • • - • • • • •

OR

Employer identification number

• • • - • • • • • • • • • •

DUNS

• • • • • • • • • •

Vendors:

Dunn and Bradstreet Universal Numbering System (DUNS)

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Services (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am an U.S. person (including an U.S. resident alien).
- I am currently a Commonwealth of Massachusetts's state employee (check one): No ☐ Yes ☐ If yes, in compliance with the State Ethics Commission requirements.

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply.

Sign Here	Authorized Signature ▶	Date ▶
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Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify you are not subject to backup withholding.

If you are a foreign person, use the appropriate Form W-8. See Pub 515, Withholding of Tax on Nonresident Aliens and

conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
- The IRS tells the requester that you furnished

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions on page 2.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information.

References and reference information and/or requirements

The Bidder must provide three (3) commercial or governmental client references. A reference letter shall be submitted on client's letterhead by the Bidder. The reference letter shall include the name, address, contact person, telephone number, months and years of service and a brief narrative including volume of sales for each customer indicated as a reference. References should include information on overall customer service. References must be for clients or customers to whom goods and services were provided within three (3) years prior to the RFR due date. References should include largest customers and largest state government customers if available. If a bidder has done business with the Commonwealth their past performance will also be considered in this section, whether offered as a reference or not. It is required that the client references demonstrate the Bidder's ability to perform a project of similar size, nature and complexity as that described in this RFR. MassDOT reserves the right to contact references and confirm information provided and to investigate the Bidder's ability to perform the services required in this RFR. If a Bidder receives an unfavorable reference recommendation it may result in a Bidder being disqualified from this RFR.

Scan and upload 3 references and include in this section of this document.

Consultant Contractor Mandatory Submission Form
COMPLETE THE FOLLOWING ONLY FOR CONSULTANT CONTRACTS
(Within HH and NN and UU Object Classes)

Bidder: _____
RFR Name/Title: _____
RFR Number: # _____

Additional Income Disclosure. Pursuant to the provisions of M.G.L. c. 29, s. 29A, the following amounts represent any contracts, grants or other income due from the Commonwealth of Massachusetts, including any political subdivision or public authority, during the period of a contract. You may attach additional sheets as necessary.

☐ Please check if N/A.

Disclosure of Persons with Financial Interest (other than the bidder). Pursuant to the provisions of M.G.L. c. 29, s. 29A and c. 7A, s. 6, the following individuals have a financial interest in a contract and/or with more than one percent (1%) interest in the capital stock of the contractor. You may attach additional sheets as necessary.

☐ Please check if N/A.

Key Personnel. Attach a resume or statement of qualifications for all key personnel specifically named in bidder's response to be assigned to the performance of a contract.

☐ Please check if N/A.

The information submitted herein is certified by the bidder to be accurate under the pains and penalties of perjury.

Signature of Authorized Signatory for Bidder: _____

Title of Authorized Signatory for Bidder: _____

Date: _____

Prompt Pay Discount Form

Prompt Payment Discounts (PPD). All contractors/vendors doing business with the Commonwealth must provide a Prompt Payment Discount (PPD) for receiving early payments unless the Contractor/vendor can provide compelling proof that providing a prompt pay discount would be unduly burdensome. Contractors benefit from PPD by increased, usable cash flow as a result of fast and efficient payments for commodities or services rendered. Contractors who agree to accept Electronic Funds Transfer (EFT) increase the prompt pay benefit by ensuring that funds are paid directly to their designated bank accounts, thus eliminating the delay of check clearance policies and traditional mail lead time. Payments processed through the state accounting system (MMARS) can be tracked and verified through the Comptroller's [Vendor Web](#) system using the Vendor/Customer Code assigned to you by a Commonwealth department.

The Commonwealth benefits because contractors reduce the cost of products and services through the applied discount. While Bidders/Contractors have flexibility in determining the actual % discount(s) offered to the Commonwealth, the discount(s) must be identified for 10, 15, 20 and/or 30 days for payment issuance in the column entitled "% Discount Off Proposed Price" below. The Commonwealth may use the prompt pay discounts submitted as a basis for selection and may negotiate discounts as deemed in the best interest of the Commonwealth. The requirement to offer PPD discounts may be waived by the Commonwealth on a case-by-case basis if participation in the program would be unduly burdensome, provided the specific reason for the hardship is outlined below.

All discounts offered will be taken in cases where the payment issue date is within the specified number of days listed below and in accordance with the Commonwealth's Bill Paying Policy. Payment days will be measured **from** the date goods are received and accepted / performance was completed OR the date an invoice is received by the Commonwealth, whichever is later to the date the payment is issued as an EFT (preferred method) or mailed by the State Treasurer. The date of payment "issue" is the date a payment is considered "paid" not the date a payment is "received" by a Contractor.

If internal Bidder/Contractor systems require an alternate method of measuring payment issue dates, the Bidder/Contractor must note the issues below or on an attached page if necessary to be considered by the PMT. In cases where the Bidder/Contractor considers that offering a Prompt Payment Discount would be a hardship, the Bidder must clearly define the issues and reasons for said hardship. *Providing volume discounts or other discounts on prices is not considered a hardship, since the PPD provides the additional benefit of early cash flow for the Contractor.*

Enter the Prompt Payment Discount percentage (%) off the invoice payment, for each of the payment issue dates listed, if the payment is issued within the specified Payment Issue days. For example:

5% - 10 Days
4% - 15 Days
3% - 20 Days
2% - 30 Days

If no discount is offered enter 0%

Prompt Payment Discount %	Payment Issue Date w/in
%	10 Days
%	15 Days
%	20 Days
%	30 Days

The Contractor is unable to provide a prompt payment discount due to the following hardship:

Contractor/Bidder Authorized Signature _____ Date: _____

Contractor/ Bidder Authorized Signatory Print Name and Title: _____

LETTER OF INTENT
(To be completed by the DBE - Page 1 of 2)

TO: _____ (Prime Bidder)

FROM: _____ (DBE Firm)

RE: PROJECT NO.: _____ FEDERAL AID PROJECT NO.: _____

PROJECT LOCATION: _____

DATE OF BID OPENING: _____

I, _____, authorized signatory of the above-referenced DBE firm hereby declare:

1. My company is currently certified as a Disadvantaged Business Enterprise (DBE) by the Massachusetts Supplier Diversity Office ("SDO"), formerly known as the State Office of Minority and Women Business Assistance (SOMWBA), to perform work in the following NAICS code(s): _____ as a: (check all applicable; additional guidance is available at Title 49, Code of Federal Regulations, Part 26.55):
☐ CONTRACTOR ☐ REGULAR DEALER ☐ BROKER
☐ MANUFACTURER ☐ TRUCKING OPERATIONS ☐
PROFESSIONAL SERVICES
2. My firm has the ability to manage, supervise and perform the activity described on page 2 of this Letter of Intent. If you are awarded the contract, my company intends to enter into a contract with your firm to perform the items of work or other activity described on the following sheet for the prices indicated.
3. There have been no changes affecting the ownership, control or independence of my company since my last certification review on _____, 20____. If any such change is planned or occurs prior to my company's completion of this proposed work, I will give prior written notification to your firm and to the Massachusetts Department of Transportation ("MassDOT") Office of Civil Rights and SDO.
4. My DBE certification has not been revoked nor has it expired nor has there been any change in the minority status of my company.
5. For the purpose of obtaining subcontractor approval from MassDOT, my firm will provide to you:
 - A. ***The following construction work:***
 - (i) a resume, stating the qualifications and experience, of the superintendent or foreperson who will supervise on site-work;
 - (ii) a list of equipment owned or leased by my firm for use on this project; and
 - (iii) a list of all projects (public or private) upon which my firm is currently performing, is committed to perform, or intends to make a commitment to perform. I shall also include, for each project: the name and telephone number of a contact person for the contracting authority, person, or organization; the dollar value of the work; a description of the work; and my firm's work schedule for the project.
 - B. ***The following services, materials or supplies:***
 - (i) a written agreement and invoices for the materials or supplies, and any other documents evidencing the terms of providing such items;
 - (ii) information concerning broker fees and commissions for providing services or materials; and

- (iii) a statement concerning whether my firm intends or will be required to use a joint check arrangement; and any other documents that may be required by MassDOT.

DBE AUTHORIZED

SIGNATURE: _____ DATE _____

NAME AND TITLE (*PRINT*): _____

EMAIL ADDRESS: _____ TEL

NO.: _____

LETTER OF INTENT
(To be completed by the DBE- Page 2 of 2)

DATE OF BID OPENING: _____

MassDOT PROJECT NUMBER: _____

FEDERAL AID PROJECT NUMBER: _____

PROJECT LOCATION: _____

PRIME BIDDER: _____

DBE COMPANY NAME: _____

<u>Item number</u> if applicable	<u>Description of Activity</u> with notations such as Services, or Brokerage, Labor Only, Material Only, or Complete	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
TOTAL AMOUNT:				

Please give full explanations, attach additional sheets if necessary.

I HEREBY VERIFY THAT _____ WILL SOLELY
(DBE company name)

PERFORM THE WORK, OR PROVIDE THE SERVICES OR MATERIALS, AS DESCRIBED ABOVE.

DBE AUTHORIZED SIGNATURE:

NAME AND TITLE
(PRINT): _____

TELEPHONE NUMBER: _____ FAX NUMBER:

EMAIL ADDRESS: _____

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*** END OF DOCUMENT ***

SCHEDULE OF PARTICIPATION
BY DISADVANTAGED BUSINESS ENTERPRISES (DBEs)

PRIME BIDDER: _____

DATE OF BID OPENING: _____ MassDOT PROJECT NO.: _____

FEDERAL AID PROJECT NUMBER:

PROJECT LOCATION:

Name Address and Phone Number of DBE	Name of Activity	NAICS Code(s)	(a) DBE Contractor Activity Amount <i>Construction Work</i>	(b) DBE Other Business Amount <i>Services, Supplies, Material</i>	(c) Total amount eligible for credit
Total Bid Amount	TOTALS:		\$		\$
\$ _____	DBE Percentage of Total bid:		%		%

A copy of the DBE's most recent certification and an original affidavit must be attached to this document.

Is a Joint Check Approval being submitted for any of the above? ☐ Yes ☐ No

Will any of the contractors listed above be using a third party to deliver materials or perform any portion of work? ☐ Yes ☐ No
(i.e. manufacturing)

SIGNATURE: _____ DATE _____

NAME AND TITLE (*PRINT*): _____

EMAIL ADDRESS: _____ TEL _____

NO.: _____

Rev'd 5/8/13



Federal Clauses and
Certifications.docx